

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No		RATING		PAGE		OF PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. VI-02-02		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY: Jacqueline G. Roberts, Contracting Officer				8. ADDRESS OFFER TO (If other than Block 7) U.S. Department of Labor, Office of Job Corps, Region VI 71 Stevenson St., Suite 1015 San Francisco, CA 94105-2970					

SOLICITATION

9. Offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in

Item 8, or if hand-carried located in Same As Block 8 until 5:00 P.M. local time 8/29/02
(Hour) (Date)**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.**

10. FOR INFORMATION		A. NAME		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	
CALL:					

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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
(See Section I, Clause No. 3.3.1-6)	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE

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SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS

The Department of Labor, Employment and Training Administration (ETA), Job Corps has a requirement for providing Outreach/Admissions Services in the state of California.

The Contractor shall provide **Outreach and Admissions** services in the state of California and shall ensure the arrival of a minimum of 3,121 students into the _____ Job Corps program annually for resident female students, 2,345 and non-resident female students, 776.

All operations, services and deliverables under these items shall be provided as specified in Sections C and F of this document.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
001	Outreach/Admissions services for the base 2-year period <u>4/1/03</u> through <u>3/31/05</u> .	
002	Outreach/Admissions services for Option Year 1, for the period <u>4/1/05</u> through <u>3/31/06</u> .	
003	Outreach/Admissions services for Option Year 2, for the period <u>4/1/06</u> through <u>3/31/07</u> .	
004	Outreach/Admissions services for Option Year 3, for the period <u>4/1/07</u> through <u>3/31/08</u> .	

SECTION C. STATEMENT OF WORK

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is Title I, Subtitle C, of the Workforce Investment Act of 1998.

Job Corps provides educational and occupational skills training and support services. The unique combination of services provided in the Job Corps is intended to better prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

B. Objective

The contractor shall provide material, services, and all necessary personnel to operate Job Corps Outreach/Admissions as set forth in Title 1, Subtitle C of the Workforce, Investment Act of 1998, and the Job Corps Policy and Requirements Handbook. The basic purpose of the Outreach and Admissions program is to provide a comprehensive approach to ensure that sufficient numbers of disadvantaged youth between the ages of 16 and 24 are enrolled in specified Job Corps Centers.

The general scope of work includes the participation of the contractor in pilot projects initiated by the Department of Labor. An equitable adjustment shall be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program requirements in one document and is hereby incorporated into this contract by reference. The total Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 670. The contractor shall follow the PRH, the Regulations, and all other requirements established in this contract. The PRH is available at <http://jobcorps.doleta.gov>.

C.2 PROGRAM CONTENT

A. Outreach and Admissions

The contractor shall perform outreach and admissions activities as required by this contract, which ensure that the Job Corps program maintains a positive public image, maintains a ready supply of eligible and committed applicants, and works in partnership with individuals, communities, organizations, employers and State and local workforce development systems.

The contractor shall meet the standards established by the Director of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

The contractor shall be expected to recruit and screen sufficient numbers of applicants to generate sufficient numbers of arrivals to maintain the 9 Job Corps Centers at average on-board strength of 100% of the design capacity and allow exports to the Seattle Region, in accordance with the delivery schedule in Section F.

Estimated Annual arrival goals are as follows:

Center	Male Residents	Male Non-Residents	Female Residents	Female Non-Residents
San Diego			425	20
Inland Empire			140	75
Los Angeles			340	365
Long Beach			180	60
San Jose			270	80
Sacramento			135	80
Treasure Island			500	96

Sierra Nevada			130	
Clearfield			200	
Seattle			25	
Total			2345	776

The recruitment area consists of the counties in which the seven California centers listed above are located and their neighboring counties. They include:

- San Diego County west of Escondido
- Riverside County west of Victorville and San Bernadino County west of Hemet
- Los Angeles and Orange Counties
- San Francisco, San Mateo, Santa Clara, Alameda and Contra Costa Counties
- Sacramento County

The recruitment area also includes the Valley counties of San Joaquin, Stanislaus, Merced and Fresno. Approximately eighty-five percent (85%) of the applicants are expected to attend the Job Corps Center closest to his or her home of record.

At a minimum, the Outreach and Admissions program shall include the following:

1. **Outreach:** The contractor shall work cooperatively with various individuals and organizations to attract and enroll eligible at-risk youth. The contractor shall develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.
2. **Eligibility Determination and Screening Factors:** The contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH, 1.2 and Exhibit 1-1.
3. **Information to Applicants:** The contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.
4. **Readmission:** The contractor shall assess and verify that applicants for readmission meet criteria found in PRH, 1.4.
5. **Applicant Assignments:** The contractor shall provide a regular flow of applicants for assignment to centers in accordance with Regional procedures and PRH 1.5.
6. **Enrollment Readiness:** The contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirement listed in PRH 1.6.

C. Management

The contractor shall provide direction, management and administrative support to all functions and activities of outreach/admissions and career transition services. The contractor shall establish systems that ensure:

- Effective program organization and management.
- Program integrity and accountability.
- Staff professionalism and development.

At a minimum, the program shall consist of:

1. **Program Management:** The contractor shall establish a system which ensures achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 5.1.

2. **Personnel:** The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 5.2, and Exhibit 5-3. The contractor shall develop and implement policies which promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
3. **Staff Training:** The contractor shall provide training opportunities which ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 5.3, and Exhibit 5-4.
4. **Procurement and Property Management:** The contractor shall establish systems to procure property, services, and supplies in a cost-efficient manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies, in accordance with PRH 5.6.
5. **Financial Management:** The contractor shall develop and maintain systems to effectively plan, budget and control expenses which shall safeguard public funds and ensure the cost-effective provision of services to meet program goals. The contractor shall establish and maintain a financial management system which meets all the requirements of PRH, 5.7, and Appendix 503.

SECTION D. PACKAGING AND MARKING

Not Required

SECTION E. INSPECTION AND ACCEPTANCE

E.1 IDENTITY AND AUTHORITY OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (FAR 42.302)

- A. The Contracting Officer's Technical Representative (COTR) Anthony Vela, whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in B below. Under no circumstances is the Contracting Officer's Technical Representative (COTR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.
- B. The COTR is authorized to:
1. Monitor and inspect contractor's performance to ensure compliance of the scope of work.
 2. Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
 3. Review and approve invoices.
 4. Review and approve contractor's project staff as may be called for on the contract.
 5. Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
 6. Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
 7. Review and approve required plans.
- C. All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the COTR at the contractor's offices or at the U.S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the Contracting Officer.

E.2 52.246-5--INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

- A. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- B. The contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that shall not unduly delay the work.
- D. If any of the services performed do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- E. If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

SECTION F. DELIVERIES OR PERFORMANCE

F.1 TYPE OF CONTRACT

This is a Cost Reimbursement Contract.

F.2 PERIOD OF PERFORMANCE

A. The terms of the contract is for a base period of 2 years with three 1-year option periods. The contractor shall provide Outreach/Admissions Services during the period of **(April 1, 2003 through March 31, 2005)** and if appropriate, shall perform necessary functions related to a transition period for assuming responsibility for the operation of the OA/CTS contract for the month of March 2003.

B. Input Schedule: ☒ Applicable ☐ Not Applicable

Annual Arrival by Month			
Month	Female Res.	Female Non-Res	Total
April	180	69	249
May	180	69	249
June	220	69	289
July	220	69	289
August	209	69	278
September	190	68	258
October	188	68	256
November	250	70	320
December	81	17	98
January	250	70	320
February	189	70	259
March	188	68	256
Total	2,345	776	3,121

Upon completion or termination of this contract, the contractor shall transfer to the successor contractor complete documentation regarding property transactions, student files and other records as directed by the Contracting Officer.

F.3 52.242-15 B STOP WORK ORDER (AUG 1989) and 52.242-15 - ALTERNATE I (APR 1984)

- A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
1. Cancel the stop-work order; or
 2. Terminate the work covered by the order as provided in the Termination, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --
1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 FUNDING AND FINANCIAL ADMINISTRATION

Payment of the contractor's cost shall be made in accordance with Part II, Contract Clauses, and Parts C and D below.

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of Executive Level II (\$150,000 per year.) Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate of \$150,000. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services.

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the government in an amount negotiated with the Contracting Officer and set forth in this contract.

The Government and the contractor recognize that the estimated costs provided for in each of the two years of the initial contract period and in each of the option periods are solely for the individual periods designated and are not considered to be a cumulative amount. Therefore, if the contractor does not require the estimated costs for each designated contract period to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that period to the amount of funds actually required for that period. This action shall take place after the completion of the designated period and the adjustment shall be applied to the total current estimated value of the contract.

A. Estimated Cost and Fixed Fee

The total estimated cost and fixed fee for this contract are as follows:

Estimated Cost and Fixed Fee		1 st Year	2 nd Year	2-Year Total
a.	Outreach/Admissions	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
Total Estimated Cost (a+b)		\$	\$	\$

B. Summary of Funds Available

The sum presently available for payment and allotted to this contract is noted in the table below:

Cost Category	Amount
Outreach/Admissions	\$
TOTAL	\$

It is estimated that the above-listed available funds will cover the period April 01, 2003 through March 31, 2005. Fixed fee shall be paid out of the outreach/admissions funding.

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-7, Allowable Costs and Payment @ the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract. In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.7, Indirect Cost Rates @ Indirect Cost Rates shall be negotiated by the Department of Labor's Office of Cost Determination or other cognizant audit agency.

Indirect Costs applicable to this contract shall be calculated by applying a provisional, negotiated, or proposed rate to bases as shown below:

Indirect Cost	Base of Allocation	Rate for each Contract Year				
		1	2	3	4	5
G&A	Total Costs, excluding G&A and Contractor's Fee					
Overhead <input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable	Total Direct Salaries and Wages (<input type="checkbox"/> including/ <input type="checkbox"/> excluding fringe benefits)					
Total Indirect Cost						

For billing purposes, costs shall be calculated using the approved provisional rate as shown above, until a final rate is established. In the absence of an approved provisional rate, a negotiated/proposed rate shall be used.

In no event shall the reimbursement for G&A and overhead exceed the following ceiling: G&A____%, Overhead____%

When final G&A and overhead rates are established, the total amount of Indirect Costs payable under this contract shall be determined by multiplying the final rate, or ceiling rate, whichever is lower, by the total amount of allowable costs incurred for center operations, outreach/ admissions and placement. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract.

2. Fixed Fee (See Clause 52.216-08 (Mar-97))

3. Payment Due Date

Payments under this contract shall be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. A proper invoice is defined in E below. All payments shall be made using Electronic Funds Transfer.

4. Prompt Payment.

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due shall be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

D. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours or employees;
2. Withholdings not specifically provided for by this contract; and

3. The recovery of overpayments.

E. Invoice Requirements

1. The contractor shall submit the original, plus two (2) copies, of the invoice claiming reimbursement for costs for provisional payment directly to the COTR for certification and forwarding to the cognizant payment office. Invoices shall be submitted not more frequently than twice a month. Each invoice must contain, at a minimum, the following:
 - a. Name of the business concern or agency preparing invoice;
 - b. Date invoice is prepared;
 - c. Contract number; and
 - d. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
2. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract.
3. Standard Form 1034 may be used for invoicing purposes and may be obtained from the GSA Regional Office. Each invoice shall be numbered consecutively and shall include costs, G&A, overhead, and fixed fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, and total cumulative fee incurred.
4. For the purpose of this contract the COTR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, except that the final invoice shall be forwarded to the Contracting Officer. The right to determine whether costs are allowable, disallowable, or should be suspended is not re-delegated, but is reserved for the Contracting Officer.

G.2 INTERPRETATION OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

G3. 52.217-08 B-- OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days *[insert the period of time within which the Contracting Officer may exercise the option]*.

G.4 52.217-09--OPTION TO EXTEND THE TERM OF CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days *[insert the period of time within which the Contracting Officer may exercise the option]*; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (months)(years).

The contractor agrees that the estimated costs for providing outreach/admissions and career transition services in each of the option years shall be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts shown in the Option Year budget table provided below are therefore considered provisional, except that the fixed fee amounts are considered final unless changed by subsequent bilateral contract modification.

Estimated Cost and Fixed Fee for Option Years				
Cost Category		OY1	OY2	OY3
a.	Outreach/Admissions	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
Total Estimated Cost (a+b)		\$	\$	\$

G.5 OPTIONS

A. Non-Option Extension

Should the Government not exercise its option to extend for one of the above option years, the contractor agrees, if requested, to extend the contract for up to 120 days beyond the then scheduled completion date. An equitable adjustment for such an extension shall be provided by the Government for the period of the extension in proportion to the cost per arrival, per graduate or per former enrollee, then in effect. In accordance with the clause entitled "Limitation of Funds," the contractor shall notify the Contracting Officer if such funding shall not be sufficient for operations during the period of the extension. The contractor shall perform the work under this paragraph pursuant to a plan for the operation of the contract approved by the Contracting Officer. In the absence of such an approved plan, the contractor shall continue to operate the program in accordance with the plans in effect at the time of the extension until written directions are issued by the Contracting Officer.

B. Contract Terms and Conditions for Options

The Contracting Officer shall analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the Contracting Officer in the awarding of the option include the contractor's performance compared to outcome measurement standards established by the Director of Job Corps, and the contractor's performance in terms of compliance and quality assessments.

In addition, there may be other factors impacting on the option year decision. These include other terms and conditions of the contract, fair market value of similar contracts, the necessity of reducing disruptions to operations, innovations, corporate support, audit results, special review findings, other sources regarding compliance with this contract, as well as DOL administrative considerations.

If consideration and analysis of the above factors indicate a new contract is most advantageous to the Government, the option shall not be exercised. If the analysis of

the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

C. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government shall exceed the estimated cost as stated in the option, the contractor shall notify the Contracting Officer in accordance with Clause 52.232-22, Limitation of Funds. If the Contracting Officer determines that an increase in the option year price is required, and is not caused by a change in the scope of work, such price increase, if made, shall not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment shall be considered.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

H.2 PAYMENT OF ROYALTIES

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer. Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

H.3 DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor shall include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

H.4 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by Government employees.

H.5 TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer or at the following website: <http://policyworks.gov>.

The contractor shall request Regional Office approval prior to any out of Region travel that will be charged to this contract

H.6 WAGE COMPARABILITY

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL shall reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.2). In general compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.
- B. As appropriate and required, the contractor shall pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. The Government is liable for costs if the contractor is paying the prevailing rates and a protest or problem occurs with those rates.

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

- A. The Service Contract Act of 1965 is applicable to contracts for Outreach/Admissions and Career Transition Services. In addition, subcontracts awarded by contractors are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor.
- B. Subcontracts shall include the applicable clause in FAR 22.10.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issuance of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The Department of Labor is responsible for obtaining prevailing wage rates for service type contracts and shall make applicable wage rates a part of this contract.

H.8 COMPLIANCE WITH COPELAND REGULATIONS

The contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

H.9 WITHHOLDING

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

H.10 RELIGIOUS AND POLITICAL ACTIVITY

The contractor agrees that it shall not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers and trainees shall not be assigned to conduct religious or political activities or instruction. Funds under this contract shall be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any religious or political activities.

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

H.12 CONTRACT IDENTIFICATION NUMBER

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

H.13 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

H.15 PATENT RIGHTS

- A. Whenever any invention, improvement, or discovery (whether or not patented) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it shall, and warrants that all of its employees who may be the inventors shall, execute all documents and do all things necessary or proper to the effectuation of such determination.
- B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as shall have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.
- E. In the event no inventions, improvements, or discoveries (whether or not patented) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.

- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the Department of Labor Employment and Training Administration.

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
- ✓ Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
- ✓ Aviator to include men and women pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
- ✓ Human beings or people instead of mankind.
- D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:
- ✓ Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.
 - ✓ Recast into the plural. Most Americans spend 20 years of their lives in the work force.
 - ✓ Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, and lawyer. Identify sex with a pronoun.
- ✓ The lawyer made her final summation.

F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.

- ✓ Use employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

G. The use of artwork in publications should conform to the following guidelines:

- ✓ Strive to use racially and sexually balanced designs.
- ✓ Depict both men and women in artwork on general subject matters.
- ✓ Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.17 TITLES TO STUDIES

The contractor agrees that all studies, evaluations, proposals and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the Contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

H.18 PRINTING AND DUPLICATING

This clause is applicable to all contracts requiring printing/duplicating services as part of the contractor's performance. The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform.

If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages. The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy and preparation of related illustrative material.

H.19 DISPOSITION OF DATA AND COPYRIGHTS

A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction,

drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.

- B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, no* has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.
- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.
- E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.
- F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.
- G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

- H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as many be approved by the Department's Contracting Officer hereunder.
- J. The contractor agrees that the Department's Contracting Officer hereunder shall determine the disposition of the title to any rights under any Copyright secured by the contractor or its employees on copyrightable materials developed under this contract.
- K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.20 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or are required to be delivered under this contract become and remain the property of the Government.

H.21 CONSULTANTS

- A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly, or fixed price).
- B. The amount or rate of payment shall be determined on a case-by-case basis taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in their field, comparable pay for positions under the Classification Act or other Federal pay system (i.e., As a percent of maximum compared to GS ratings - GS-12, 55 percent, GS-13, 65 percent, GS-14, 75 percent, GS-15, 85 percent, SES-1, 96 percent, SES-2, 98 per-cent, SES-3, 100 percent), rates paid by private employers, and rates previously paid other experts or consultants for similar work.

The percentage of 65 ratings is provided as a guideline and is subject to change. In no event shall a consultant's allowable rate exceed \$260 per normal workday regardless of the 65 percent ratings guide provided above. The \$260 is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

- C. The contractor shall maintain a written report for the files of the results of all consultants charged to this contract. This report must include, as a minimum: (1) The consultant's name, dates, hours and amounts charged to the contract; (2) the names of the Contractor's staff to whom the services are provided; and (3) the result of the subject matter of the consultation.

H 22. USE OF THE AMERICA'S WORKFORCE NETWORK (AWN) BRAND

The official name for the nationwide system of providing employment and training through the Workforce Investment Act partnerships and various other federally sponsored programs is Americas Workforce Network. To achieve the goals of this contract, it is important that the public has a quick and easy method of identifying that the projects or programs they are taking part in are part of Americas Workforce Network. To provide this information to the public, the contractor agrees to place the Americas Workforce Network logo, in accordance with the U.S. Department of Labor's guidelines for such use, on all public materials such as statements, press releases, brochures, advertisements, reports, and other documents describing projects or programs funded in whole or in part with Federal money.

When the Americas Workforce Network logo is used, the contractor may accompany it with the following statement: Job Corps is a Proud Member of Americas Workforce Network.

The contractor shall not use the America's Workforce Network logo in any manner that would imply that the Department of Labor endorses a commercial product, service, or activity or that material of a nonofficial nature represents the U.S. Department of Labor.

H.23 RENTAL COST OF FACILITIES

The contractor shall request Regional Office approval prior to incurring costs for any rental facilities beyond those specified in this contract.

H. 24 CLOSE-OUT PACKAGE

In accordance with Clause 52.216-7, Allowable Cost and Payments, the contractor shall submit an invoice marked "Final" no later than 180 calendar days after contract completion. The original and two signed copies of the following documents (copies of which shall be provided by the Government) shall be submitted within 180 days:

Form Name	Form Number
Contractor's Release	ETA 322
Contractor's Assignment of Refunds, Rebates and Credits	ETA 721
Government Property Inventory Transcription Sheet	ETA 328
Final Inventory Certificate	ETA 3-95
Contract Close-Out Tax certificate	ETA 3-23
Contractor's Submittal of Close-Out Documents	ETA 3-22
Notice of Transfer of Accountability for Government Property	N/A

SECTION I. CONTRACT CLAUSES AND PROVISIONS

I.1 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE	DATE	TITLE
52.202-1	(Oct-95)	Definitions
52.203-3	(Apr-84)	Gratuities
52.203-5	(Apr-84)	Covenant Against Contingent Fees
52.203-6	(Jul-95)	Restrictions on Subcontractors Sales to the Government
52.203-7	(Jul-95)	Anti-Kickback Procedures
52.203-8	(Jan-97)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	(Jan-97)	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	(Jun-97)	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	(Aug-00)	Printed or Copied Double-Sided on Recycled Paper
52.207-3	(Nov-91)	Right of First Refusal of Employment
52.208-9	(Mar-96)	Contractor Use of Mandatory Sources of Supply
52.209-6	(Jul-95)	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-1	(May-01)	Instructions to Offerors-Competitive Acquisition.
52.215-2	(Jun-99)	Audit and Records-Negotiation
52.215-8	(Oct-97)	Order of Precedence-Uniform Contract Data
52.215-10	(Oct-97)	Price Reduction for Defective Cost or Pricing Data

52.215-11	(Oct-97)	Price Reduction for Defective Cost or Pricing Data-Modifications
52.215-12	(Oct-97)	Subcontractor Cost or Pricing Data
52.215-13	(Oct-97)	Subcontractor Cost or Pricing Data-Modifications
52.215-14	(Oct-97)	Integrity of Unit Prices
52.215-15	(Dec-98)	Pension Adjustment and Asset Reversions
52.215-18	(Oct-97)	Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions
52.216-7	(Mar-00)	Allowable Cost and Payments
52.216-8	(Mar-97)	Fixed Fee
52.216-26	(Mar-00)	Payments of Allowable Costs Before Definitization
52.219-8	(Oct-00)	Utilization of Small Business Concerns
52.219-9	(Oct-00)	Small Business Subcontracting Plan
52.219-16	(Jan-99)	Liquidated Damages-Subcontracting Plan
52.219-23	(Oct-97)	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
52.222-1	(Feb-97)	Notice to the Government of Labor Disputes
52.222-2	(Jul-90)	Payment for Overtime Premiums
52.222-3	(Aug-96)	Convict Labor
52.222-4	(Sep-00)	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.221-21	(Feb-99)	Prohibition of Segregated Facilities
52.222-26	(Feb-99)	Equal Opportunity
52.222-35	(Apr-98)	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	(Jun-98)	Affirmative Action for Disabled veterans and Veterans of the Vietnam Era
52.222-37	(Jan-99)	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era and Veterans of the Vietnam Era
52.223-4	(Oct-97)	Recovered Material Certification
52.223-5	(Apr-98)	Pollution Prevention and Right-to Know Information
52.223-6	(Jan-97)	Drug-Free Workplace
52.223-10	(Aug-00)	Waste reduction Program
52.223-14	(Oct-00)	Toxic Chemical Release Reporting

52.224-1	(Apr-84)	Privacy Act Notification
52.224-2	(Apr-84)	Privacy Act
52.225-1	(Feb-00)	Buy American Act-Balance of Payments Program-Supplies
52.225-2	(Feb-00)	Buy American Act-Balance of Payments Program-Certificate
52.225-13	(Jul-00)	Restrictions on Certain Foreign Purchases
52.227-1	(Jul-95)	Authorization and Consent
52.227-2	(Aug-96)	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	(Jun-87)	Rights in Data-General
52.228-7	(Mar-96)	Insurance-Liability to Third Persons
52.228-8	(May-99)	Liability and Insurance-Leased Motor Vehicles
52.230-2	(Apr-98)	Cost Accounting Standards
52.230-3	(Apr-98)	Disclosure and Consistency of Cost Accounting Practices
52.230-6	(Nov-99)	Administration of Cost Accounting Standards
52.232-9	(Apr-84)	Limitation on Withholding of Payments
52.232-17	(Jun-96)	Interest
52.232-18	(Jul-84)	Availability of Funds
52.232-22	(Apr-84)	Limitation of Funds
52.232-23	(Jan-86)	Assignment of Claims
52.232-25	(Jun-97)	Prompt Payment
52.232-33	(May-99)	Payment by Electronic Funds Transfer-Central Contractor Registration
52.232-34	(May-99)	Payment by Electronic Funds Transfer-Other than Central Contractor Registration
52.233-1	(Dec-98)	Disputes/Alternate I (Dec-91)
52.233-3	(Aug-96)	Protest after Award/Alternate I (Jun-85)
52.237-2	(Apr-84)	Protection of Government Buildings, Equipment, and Vegetation
52.237.3	(Jan-91)	Continuity of Services
52.242-1	(Apr-84)	Notice of Intent to Disallow Costs
52.242-3	(Oct-95)	Penalties for Unallowable Costs

52.242-4	(Jan-97)	Certification of Indirect Costs
52.242.13	(Jul-95)	Bankruptcy
52.243-2	(Aug-87)	Changes-Cost Reimbursement/Alternate I (Apr-84)
52.244-2	(Aug-98)	Subcontracts/Alternate II (Aug-98)
52.244-5	(Dec-96)	Competition in Subcontracting
52.245-1	(Apr-84))	Property Records
52.245-5	(Jan-86)	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts)
52.246-25	(Feb-97)	Limitation of Liability-Services
52.249-6	(Sep-96)	Termination (Cost Reimbursement)
52.249-14	(Apr-84)	Excusable Days
52.251-1	(Jan-91)	Government Supply Sources
52.251-2	(Jan-91)	Interagency Fleet Management System Vehicles and Related Services
52.253-1	(Jan-91)	Computer Generated Forms

I.2 52.204-1--APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 52.215-19--NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J. LIST OF ATTACHMENTS**

NUMBER	TITLE
J-1	Cost and Price Analysis Summary
J-2	Certificate of Current Cost or Pricing Data
J-3	Statement of Financial Capability
J-4	Financial Display By Year, ETA 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 5, Appendix 503)
J-5	Past Experience Confirmation Questionnaire
J-6	New Contractor Relevant/Transferrable Experience Matrix
J-7	Service Contract Act Wage Determination (State of _____)

ATTACHMENT J-1 (Page 1 of 4)

COST AND PRICE ANALYSIS SUMMARY			
Cost Category		1st Contract Year	2nd Contract Year
1	Staff Salaries Excluding Fringe	\$	\$
2	Fringe Benefits for Staff	\$	\$
3	Staff Travel & Per Diem	\$	\$
4	Consultants Costs	\$	\$
5	Subcontract Costs	\$	\$
6	Materials & Supplies	\$	\$
7	Communications Costs	\$	\$
8	All Other Direct Costs	\$	\$
9	Total Estimated Direct Costs	\$	\$
10	Overhead Costs (if applicable) (____%)	\$	\$
11	General and Administrative Costs(____%)	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$
14	Fixed Fee	\$	\$
15	Total Estimated Cost Including Fixed Fee	\$	\$

ATTACHMENT J-1 (Page 2 of 4)

FRINGE BENEFITS		%	1st Year Pay Base (a)	2nd Year Pay Base (b)	Fringe 1st Year (%*a)	Fringe 2nd Year (%*b)
1	Unemployment Insurance		\$	\$	\$	\$
2	FICA		\$	\$	\$	\$
3	Worker's Compensation		\$	\$	\$	\$
4	Health Insurance		\$	\$	\$	\$
5	Dental Insurance		\$	\$	\$	\$
6	Life Insurance		\$	\$	\$	\$
7	Retirement/Pension		\$	\$	\$	\$
8	Other (Specify)		\$	\$	\$	\$
9	Total Costs of Fringe Benefits				\$	\$
ADDITIONAL INFORMATION					\$	\$
10	Estimated Overtime/Holiday Premium Pay				\$	\$
11	Estimated Night Differential				\$	\$
12	Number of Staff Paid Holidays				#	#
13	Estimated Total Number Staff Vacation Days				#	#

ATTACHMENT J-1 (Page 3 of 4)

COST AND PRICE ANALYSIS SUMMARY				
Cost Category		1st OY	2nd OY	3rd OY
1	Staff Salaries Excluding Fringe	\$	\$	\$
2	Fringe Benefits for Staff	\$	\$	\$
3	Staff Travel & Per Diem	\$	\$	\$
4	Consultants Costs	\$	\$	\$
5	Subcontract Costs	\$	\$	\$
6	Materials & Supplies	\$	\$	\$
7	Communications Costs	\$	\$	\$
8	All Other Direct Costs	\$	\$	\$
9	Total Estimated Direct Costs	\$	\$	\$
10	Overhead Costs (if applicable) (____%)	\$	\$	\$
11	General and Administrative Costs(____%)	\$	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$	\$
14	Fixed Fee	\$	\$	\$
15	Total Estimated Cost Including Fixed Fee	\$	\$	\$

ATTACHMENT J-1 (Page 4 of 4)

FRINGE BENEFITS		%	OY1 Pay Base	Fringe OY 1	%	OY2 Pay Base	Fringe OY 2	%	OY3 Pay Base	Fringe OY 3
1	Unemployment Insurance		\$	\$		\$	\$		\$	\$
2	FICA		\$	\$		\$	\$		\$	\$
3	Worker's Compensation		\$	\$		\$	\$		\$	\$
4	Health Insurance		\$	\$		\$	\$		\$	\$
5	Dental Insurance		\$	\$		\$	\$		\$	\$
6	Life Insurance		\$	\$		\$	\$		\$	\$
7	Retirement/Pension		\$	\$		\$	\$		\$	\$
8	Other (Specify)		\$	\$		\$	\$		\$	\$
9	Total Costs of Fringe Benefits			\$			\$			\$
ADDITIONAL INFORMATION										
10	Estimated Overtime/Holiday Premium Pay			\$			\$			\$
11	Estimated Night Differential			\$			\$			\$
12	Number of Staff Paid Holidays			#			#			#
13	Estimated Total Number Staff Vacation Days			#			#			

ATTACHMENT J-2**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____.**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm_____

Name_(SIGNATURE)

Title_____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

ATTACHMENT J-3

Attachment C

U.S. DEPARTMENT OF LABOR * Employment and Training Administration

RFP NO. **STATEMENT OF FINANCIAL CAPABILITY***(Insert the Name and Complete
Mailing Address of Offeror)*

A. DATE LAST BALANCE WAS PREPARED ▶ ▶ PERIOD COVERED <i>(Month, Day, Year)</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">From</td> <td style="width: 50%; text-align: center; border: none;">To</td> </tr> <tr> <td style="border: none; height: 20px;"></td> <td style="border: none; height: 20px;"></td> </tr> </table>		From	To			B. FINANCIAL CONDITION <div style="text-align: right;"><i>(As of Date)</i> _____ 19__</div> <div style="border-top: 1px solid black; border-bottom: 1px solid black;">(1) Cash..... \$ _____</div> <div style="border-top: 1px solid black; border-bottom: 1px solid black;">(2) Current Assets..... \$ _____</div> <div style="border-top: 1px solid black; border-bottom: 1px solid black;">(3) Current Liabilities..... \$ _____</div> <div style="border-top: 1px solid black; border-bottom: 1px solid black;">(4) Net Worth..... \$ _____</div>	
From	To						
D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT <i>("X" appropriate box(es))</i>							
(1) Own Resources <input type="checkbox"/> Yes <input type="checkbox"/> No		(2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "YES" complete ▶</i>					
(3) Other <i>(If "YES", specify)</i> Yes No		a. Name of Bank(s): _____ b. Amount \$ _____					
E. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE. COMPLETE THE FOLLOWING:-							
(1) Estimated Amount of Advance Payment \$ _____ for _____ months.		(2) The following advances from the Government are presently being received: <i>(Complete Columns "a" thru "e" below)</i>					
AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH			
(a)	(b)	(c)	(d)	(e)			

ETA 8554 (Mar. 1981)

F. THE FOLLOWING IS A LIST OF CURRENT CONTRACTS WITH THIS OR ANY OTHER GOVERNMENT AGENCIES.

(If additional space is needed, attach additional sheet(s))

AGENCY'S NAME, ADDRESS, AND TELEPHONE NO. (1)	CONTRACT NO. (2)	AMOUNT OF CONTRACT (3)	PERIOD OF CONTRACT (4)

G. IF OVERHEAD/INDIRECT COSTS ARE INCLUDED IN YOUR COST PROPOSAL, THE FOLLOWING DATA WILL BE FURNISHED.

(1) Name and Address(es) of Cognizant Government Audit Agency		(2) Name and Address of Government Auditor	
		Telephone	Area Code
		No. ▶▶ ()	

(3) Date Last Rate was Computed _____ (Month, Day, Year)
and Negotiated _____

(4) If no government audit agency computed and authorized the rate claimed. Complete "a", "b", and "c" below.

(a) How it is computed?	(b) Who?	(c) Date (Mo., Day, Yr.)

ATTACH COMPUTATION DATA USED.

COMMENTS

CERTIFICATION:

I CERTIFY that to the best of my knowledge and belief the information contained herein is TRUE and CORRECT.

SIGNATURE	TYPED NAME AND TITLE	DATE (Mo., Day, Yr.)

ATTACHMENT J-4

Financial Display by Year (ETA 2110 OA/CTS format)	1 st YEAR	2 nd YEAR	TOTAL BASE	1 st OPTION	2 nd OPTION	3 rd OPTION	TOTAL CONTRACT
OUTREACH/ADMISSIONS							
01 Outreach/Admissions Staff Expense							
02 Bonus Expense							
03 Admin/Other Staff Expense							
04 Facilities Expense							
05 Travel/Training Expense							
06 Media/Advertising Expense							
07 Contractor G & A							
08 Contractor Fee							
09 Other Expense							
10 TOTAL O/A EXPENSE							
11 TOTAL COST							

ATTACHMENT J-5**Past Experience Confirmation Questionnaire**

To Whom it May Concern:

The _____ Company is currently responding to the Department of Labor RFP # _____ or the procurement of outreach/admissions and career transition services for the State of _____.

The Department of Labor is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections B-G of this Questionnaire and return it directly to the address shown below no later than 12:00 p.m., (date).

ATTN: Contracting Officer
Office of Job Corps, Region
(Address)
(City, State, ZIP)

By my signature below, I authorize you to respond to any additional inquiries by the Department of Labor regarding our performance on the referenced contract.

(Signature) _____ (Date) _____

(Title) _____

A. Contract Identifying Information:	
Offeror:	
Project Title:	
Contracting Officer:	Phone No.
Project Manager:	Phone No.
Address:	FAX No.
Work Performance Period: _____ to _____	
Contract Value: \$ _____	
Brief Summary of Statement of Work:	

B. Outcomes vs. Goals:	
1. Were there measurable performance goals or outcomes associated with this contract? If yes, describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>For the following questions, where applicable, check the adjectival rating which most closely represents your assessment of the contractor's performance: Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory</i>	
2. How effective was the contractor in achieving those outcomes?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
C. Cost Control: How well has the contractor:	
1. Performed all contracted services within the budget?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
2. Submitted complete and accurate financial reports and invoices?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
<ul style="list-style-type: none"> • Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate: <ul style="list-style-type: none"> a. period covered by audit b. disallowed or recommended for disallowance c. disallowed costs as a % of audited funds d. administrative findings 	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments: (Explain any ratings below Satisfactory)	Summary Adjectival Rating of Cost Control <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory

D. Timeliness of Performance: How well has the contractor:		
1. Completed contract requirements and submitted reports and schedules according to specified time frames?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
2. Responded to technical direction and requests in a timely manner?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
Comments: (Explain any ratings below Satisfactory)	Summary Adjectival Rating of Timeliness of Performance <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory	
E. Business Relations: To what extent has the contractor:		
1. Been pro-active in contract monitoring and review?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
2. Demonstrated a responsive and cooperative working relationship with the Contracting Officer and Project staff?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
3. Promptly notified the Contracting Officer of potential problems?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
4. Used effective approaches and provided technical expertise and resources to solve contract problems?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
Comments: (Explain any ratings below Satisfactory)	Summary Adjectival Rating of Business Relations <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory	

F. Customer Satisfaction: To what extent has the contractor:	
<ul style="list-style-type: none"> • Been effective in tailoring the program to meet the needs of the customers? 	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
<ul style="list-style-type: none"> • Shown flexibility in operating the program to meet changing program needs and emphases? 	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
Comments: (Explain any ratings below Satisfactory)	Summary Adjectival Rating of Customer Satisfaction <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
Additional Comments:	
Name & Title of Individual Completing Information:	Phone No.

=====

(For Department of Labor Use Only)
SUMMARY PAST EXPERIENCE CONFIRMATION

B. Outcomes vs. Goals	
C. Cost Control	
D. Timeliness of Performance	
E. Business Relations	
F. Customer Satisfaction	

Verified by: _____ Date: _____

ATTACHMENT J-6**NEW CONTRACTOR RELEVANT/TRANSFERRABLE EXPERIENCE MATRIX**

MAJOR JOB CORPS O/A CTS PROGRAM ELEMENTS	RELEVANT/TRANSFERRABLE CONTRACTOR EXPERIENCE (List examples which are relevant/equivalent in content, scope and/or complexity to the requirements of this procurement)	CONTRACT SOURCE (List contract number(s))
Outreach (PRH Chapter 1)		
Admissions (PRH Chapter 1)		
Program Management & Administration (PRH Chapter 5)		

ATTACHMENT J-7

**SERVICE CONTRACT ACT WAGE DETERMINATION FOR THE
STATE OF _____ SHALL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE**

PART IV. REPRESENTATIONS AND INSTRUCTIONS

K.1 52.203-11--CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3--TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing

regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of a Federal Government;

* Other. State basis. _____

(e) *Type of organization.*

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt):

* Corporate entity (tax-exempt):

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(f) *Common Parent.*

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name _____

TIN _____

**K.3 52.204-5--WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

**K.4 52.209-5--CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii)

(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has * has not * within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a shallful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has* has not*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "*Principals*," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, the certification shall be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-1--SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561990.

(2) The small business size standard is \$6M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical

purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision). The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.222-22--PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It * has, * has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, shall be obtained before subcontract awards.

K.7 52.222-25--AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that --

- (a) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 52.223-13--CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that shall be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror shall file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- * (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- * (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- * (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- * (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.9 52.230-1--COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) *Check the appropriate box below:*

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost

accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

** The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.*

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes ☐ No ☐

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 52.216-1--TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Cost Plus Fixed Fee** contract resulting from this solicitation.

L.2 52.252-1--SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov
www.far.npr.gov
www.gsa.gov/forms/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

PROVISION	DATE	TITLE
52.204-6	(Jun-99)	Data Universal Numbering Systems (DUNS)
52.215-1	(Feb-00)	Instructions to Offerors – Competitive
52.215-20	(Oct-97)	Requirements for Cost or Pricing Data of Information Other Than Cost or Pricing Data
The offeror shall submit cost and pricing data and supporting attachments prepared in the format outlined in Attachment “J-1” of this solicitation.		
52.222-24	(Feb-99)	Preaward Onsite Equal Opportunity Compliance Review
52.222-46	(Feb-93)	Evaluation of Compensation for Professional Employees
52.237-10	(Oct-97)	Identification of Uncompensated Overtime

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jacqueline G. Roberts, Contracting Officer
U.S. Department of Labor, Office of Job Corps, Region VI
71 Stevenson Street, Suite 1015
San Francisco, CA 94105-2970

The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.4 ADDITIONAL INSTRUCTIONS**A. Standard Form 33 - Block 9 - Solicitation**

Hand-delivered proposals must be delivered to the depository outlined in Block 9 prior to the time set forth in Block 9. Proposals delivered by commercial carrier shall be treated as hand-delivered proposals.

B. Disposition of Proposals

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed unless the offeror's proposal specifically outlines the disposition action to be taken.

C. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement shall be answered at a Pre-Proposal Conference to be held on July 30, 2002, at 10:00 a.m. local time, at the Job Corps Regional Office located at 71 Stevenson Street, Suite 1015, San Francisco, California.

Potential offerors are encouraged to submit questions in writing to the issuing office before the Pre-Proposal Conference is held in order to facilitate responses at the conference.

D. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator named in Block 10 on SF 33, Face Page, may be considered as a basis for disqualification (except during the pre-proposal conference, if applicable).

E. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the government to the expenditure of funds in connection with this procurement.

F. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at <http://jobcorps.doleta.gov>. Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

L.5 SUBMISSION OF PROPOSALS

A. General

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the firm submitting the proposal and the proposal sections and any other materials that are attached.

PART	SECTION	FORMAT	PAGE LIMIT	Copies
1	Technical Proposal	Written	200	4
2	Staff Resources Proposal	Written	20	4
3	Past Performance and Experience	Written	5	4
4	Cost Justification –Business Management Proposal	Written	No Limit	4
5	Transition/Phase-out	Written	No Limit	2

Sections of the proposal shall be separately bound and submitted in the format indicated in the Specific Instructions, below. Written sections of the proposal shall be submitted as follows:

- a. Page Size: 8 ½ x 11" with at least 1" margins on all sides
- b. Type Size: 12 pitch or larger
- c. Page Numbering: Pages consecutively numbered within each section
- d. Page Count: Title pages, tables of contents, and section dividers not included in count
- e. Format: Two-column format is allowable
- f. Page Limit: Pages in excess of prescribed limits will not be evaluated
Limitation applies to initial proposal

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor wanted. Additionally, copies of Job Corps provided materials, job descriptions for each position, copies of newsletters or magazines, copies of certificates or awards, are not needed. The requirements of the solicitation are identified below and incorporate the Job Corps Policy and Requirements Handbook (PRH) and Job Corps Regulations.

The Office of Job Corps takes seriously the intent of the Procurement Integrity and Ethics statutes. Any proposal found to be copied from a potential competitor is subject to disqualification.

B. Specific Instructions

1. **Technical Proposal**

The Technical Proposal shall:

- Be divided into 3 parts, each bound separately
- Not make reference to cost
- Describe how the offeror intends to operate the Outreach/Admissions Services program in the State of California in the context of the State's eligible population, geographic location and the local and regional labor market
- Be presented in the order listed below.
- Be evaluated based on criteria shown in Section M.

A recitation of the regulatory or PRH requirements is not necessary, as these requirements are set forth in existing documents. Procedural approaches shall be

incorporated into the proposal to the extent that they are necessary to describe how the offeror intends to meet the required outcomes and quality indicators specified in the PRH.

Content

(A) Management

(1) Program Design

- ☐ Organization
- ☐ Staffing - qualifications, supervision, staff training
- ☐ Office locations & geographic coverage

(2) Management

- ☐ Leadership, goal setting, communication and teamwork
- ☐ Achievement of outcomes and quality indicators
- ☐ Self-assessment, performance tracking and quality control
- ☐ Corporate support and oversight

(3) Administration

- ☐ Reports control and management
- ☐ Use of technology
- ☐ Financial management
- ☐ Procurement and property management

(B) Outreach/Admissions

(1) Outreach

- ☐ public education and outreach methods and materials to promote positive public image
- ☐ Marketing and publicity to promote referrals
- ☐ Follow up of leads
- ☐ coordination of OA/CTS and center activities
- ☐ linkages and relationships with WIA partners, organizations and communities business and employer relationships

(2) Admissions

a. Eligibility Determination and Screening Factors

- ☐ applicant interview process and eligibility assessment
- ☐ verification and documentation of eligibility criteria

- ☐ approval/denial of applicants
- b. Information to Applicants
 - ☐ information on center life
 - ☐ introduction of the Career Development Services System
- c. Readmission
 - ☐ readmit eligibility assessment to ensure that 85% of applicants are assigned to the Job Corps Center closest to them
 - ☐ approval/denial of readmits
- d. Applicant Assignments
 - ☐ assignment scheduling and management
 - ☐ assignment delays
 - ☐ ticket recovery
- e. Enrollment Readiness
 - ☐ pre-enrollment needs
 - ☐ pre-departure preparation
 - ☐ transportation and departure
 - ☐ coordination with centers

2. Staff Resources Proposal

a. Content

The Staff Resources Proposal shall consist of the following:

- 1) A detailed organization chart covering all staff working on the project. Include any subcontracted staff.
- 2) Position descriptions for each type of position to be employed on the contract.
- 3) Resume of proposed Project Director. The resume shall include information on the nominee's educational and training accomplishments as well as past work and other relevant experience, including any special accomplishments and skills. The Government reserves the right, to require offeror certification as to the availability of the designated Project Director. Failure to do so, or information received contrary to the certification, will be reflected in the final evaluation.
- 4) A narrative detailing what efforts the contractor will make to develop, retain and reward staff. Include what specific incentives will be provided and how these

may be earned. In addition, include what specific positions will be eligible for an incentive payment, timetable for such payment, and whether or not such payments will be charged to this contract.

- 5) A narrative of services to be provided to the project by the offeror funded through G&A along with the plan for doing so.

b. Format:

The page limitation excludes the resumes and position descriptions.

3. Past Performance and Experience

a. **Definitions**

For purposes of this section of the procurement, the following definitions apply:

- (1) New Firms: an organization that has not operated a Job Corps Outreach/Admissions contract as the prime contractor within the past three (3) years. New firms include, but are not limited to, firms that have never had a contract with Job Corps, subcontractors on any Job Corps contract, organizations whose principals individually possess Job Corps experience, and/or an organization which has held a contract to provide other Job Corps related services.
- (2) Experienced Job Corps OA/CTS Contractor: an organization which currently holds one or more prime contracts for Job Corps Outreach/Admissions or has held such a contract within the past 3 years.

b. **Submission Requirements**

- (1) All offerors (both new and experienced) must provide a list of contracts (including contract numbers) and programs which they currently operate or have operated within the past three years.
- (2) Experienced Contractors may submit up to 5 pages of information for consideration by the Contracting Officer, which describes problems encountered and corrective actions taken on contracts within the past 3 years.
- (3) New Firms: For purposes of this solicitation, new firms as defined above, should submit the information described below, regarding work performed by the current organization, its key personnel, as a subcontractor, or as part of a team or joint venture.

- (a) Each offeror shall send a copy of the Past Experience Confirmation Questionnaire (See Section J) to each organization, including agencies of State and Local governments and commercial customers, with whom, the offeror has had a contract within the last three years. Offerors need not request Past Experience information for any current contract performed for less than 6 months prior to the proposal submission date.
- (b) The offeror shall instruct the respondent of the Questionnaire to forward the completed questionnaire to the address identified on the face sheet of the Past Experience Confirmation Questionnaire.
- (c) The offeror will prepare and submit a Relevant/Transferrable Skills Matrix (See Section J). The matrix should be prepared in such a manner as to allow for the matching and evaluation of the relevant and transferrable skills identified on the offeror's list of contracts (see B1 above).

These documents shall be used to assess and evaluate the offeror's skills and experiences that are relevant/transferrable to the scope, complexity and content of the requirements of the Job Corps procurement.

4. Cost Justification - Business Management Proposal (BMP)

a. Content

Costs shall be mentioned only in the BMP and Transition/Phase-out proposals and nowhere else. **The offeror's cost justification shall consist of the following and in the order stated.** (Sample forms and attachments are shown in Section J.)

- (1) Cost and Price Analysis Summary Form
- (2) Certificate of Current Cost or Pricing Data
- (3) Statement of Financial Capability (ETA 8554)
- (4) An ETA 2110 OA Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 OA for two base years and three option years.
- (5) A narrative justification for each line item of the ETA 2110 OA for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined. Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 OA were determined. Cost justifications based solely on historical data will be considered insufficient to support cost proposals. A justification of general and administrative costs shall be provided. Include the backup data to support the type of labor and estimated numbers of staff within

each labor category. Include basis for pay rates used, giving sources and amounts for wage survey.

Under those ETA 2110 line items relating to staff costs, show your computations in the following vertical columns for each job category/position title: (1) position title; (2) number of positions in terms of full-time equivalents (FTEs); (3) range of annual salaries/wages for the position title; (4) average direct annual salary/wages on a per FTE basis (5) average benefits and other indirect employee compensation costs on a per FTE basis; (6) total employee compensation cost to the contract for each position title, which should equal $\text{col 2} \times \text{col 4} + \text{col 2} \times \text{col 5}$.

Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).

Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- (a) Has the subcontractor submitted a cost proposal?
 - (b) Shall the subcontractor be able to start performance at the beginning of the contract period?
 - (c) What is the total cost of each subcontract?
 - (d) What experience does the subcontractor have in this technical area?
 - (e) What services (skills) shall the subcontractor provide?
- (6) An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an independent certified or duly licensed public accountant.
- (7) A completed Standard Form 33, Solicitation, Offer and Award, and all attachments thereto as outlined in the instructions, (Section K) for each copy of the Business Management Proposal.
- (8) Total Compensation Plan (salaries and fringe benefits) for professional and non-professional employees. This plan shall also include a description of any bonuses, monetary awards, and other contingent payment plans for all staff

charged directly to this contract. The narrative must explain the policy under which these payments shall be dispersed.

- (9) All Representations and Certifications required in Section K of this RFP shall be made part of the Business Management Proposal.
- (10) A copy of the current Indirect Cost Negotiation Agreement from the contractor's cognizant agency.
- (11) Option Extension Information

The Business Management Proposal shall include estimated costs, including G&A, overhead and fixed fee for three 1-year extensions of this contract. The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to Clauses 52.217-08 and -09 of the Schedule, "Option to Extend." Such extensions shall herein after be referred to as "options."

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110 OA/CTS. The contractor understands that the estimated costs for operating the Job Corps outreach/admissions program in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts proposed in the Option Years are therefore considered provisional.

5. Transition/Phase-out Proposal

Incumbents shall submit a Phase-Out Proposal and new offerors shall submit a Transition Proposal. Narrative and cost justification shall be bound together in the Transition/Phase-Out Proposal.

The Government recognizes that the offeror will take over an existing Job Corps outreach/admissions operation as negotiated. The incoming contractor will have a transition period in which to become familiar with the presently operating OA program, as well as time to interview and hire staff necessary to operate the program.

The offeror will be required to take over complete operation of the program with the start of performance under the resultant contract. The transition period begins no less than 30 days prior to that date and will be negotiated as a separate statement of work. Accordingly, the offeror should submit a separate proposal outlining in detail their transition plan. Included will be the period of time required for each action, staff requirements, and major steps to be accomplished during the transition period. It is the intent of the Government to have an orderly operation during the last 30 days of the

incumbent's contract (see Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed only the normal costs of operating the program for the final month of the contract. The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost. It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities as inventory comparison checks with the new contractor and final billings comparison checks with the new contractor and final billings after contract expiration. The allowable cost for Phase-Out will be limited to unused and unpaid leave for which cost accrual has not been made and if applicable, severance pay and relocation in accordance with personnel policies approved for this contract by the Contracting Officer and any other costs determined to be reasonable by the Contracting Officer.

There will be only one operating contractor responsible for the program's operation at any given time. Transition preparations shall not cause any unreasonable interference with the departing contractor's operation. When the new contractor begins operations, the former contractor will not cause any unreasonable interference with the new operator's program.

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

A. Procurement Review Panel

Proposals shall be reviewed by a panel of specialists. Each panelist shall evaluate the proposals for acceptability with emphasis on the various specific evaluation categories enumerated in this Section (M). The Government may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

B. Evaluation Categories

All submissions referred to above except for the Transition Proposal will be evaluated based on the following points:

Section	Content	<u>Points Possible</u>
1	Technical Proposal	45
	Management	20
	Outreach/Admissions	25
2	Staffing Resources Proposal	20
3	Past Performance and Experience	25
4	Cost Justification	10
5	Transition/Phase –Out Proposal	<u>0</u>
TOTAL MAXIMUM POSSIBLE POINTS		100

C. Evaluation Criteria

1. Technical Proposal (45 points)

a. Criteria

Each Technical Proposal shall be evaluated against the criteria detailed below.

1. To what extent are the systems, procedures and approaches proposed clear, complete, concrete, and consistent with the Job Corps mission and policies?
2. How effectively does the offeror's proposal recognize and tailor the programs to operate in the context of the State's eligible population, the local and regional labor market and any other data provided by the Contracting Officer?

3. How effective is the proposal in offering feasible, proven strategies and methods to ensure the achievement of Job Corps' specified outcomes and quality indicators?

b. Weights

Evaluation points and weights assigned to each part indicate the degree of importance that has been assigned to each area. Offerors should keep this in mind when addressing the content.

Listed below are the categories, subcategories and corresponding weights that shall be used to evaluate the proposal:

(1) Management (20 Points)

- ☐ Program Design (30%)
- ☐ Management (40%)
- ☐ Administration (30%)

(2) Outreach/Admissions (25 Points)

Outreach (10 Points)

- ☐ Outreach Strategy (100%)

Admissions (15 Points)

- ☐ Eligibility Determination (30%)
- ☐ Information to Applicants (25%)
- ☐ Readmission (5%)
- ☐ Applicant Assignments (20%)
- ☐ Enrollment Readiness (20%)

2. Staff Resources Proposals (20 points)

a. Criteria

Each offeror's Staff Resources Proposal will be evaluated to determine:

- ☐ the level and adequacy of staffing proposed to deliver the program
- ☐ the qualifications proposed in relation to the duties described in the offeror's position descriptions
- ☐ the credentials, experience and accomplishments of the proposed Project Director
- ☐ the Project Director candidate's demonstrated level of commitment to work on the contract,

- ❑ the appropriateness and adequacy of the staff development, retention and incentive plan.

b. Weights

Evaluation points assigned to each part indicate the degree of importance that has been assigned to each area.

Criteria	Maximum Points
Level & adequacy of staffing	4
Staff qualifications	4
Project Director's credentials	4
Project Director's commitment	4
Staff development, retention & incentive plan	4
Total Possible Points	20

3. Past Performance and Experience (25 points)

For purposes of this procurement, the Government will consider Past Performance and Experience information for the offeror or entity proposed as the prime contractor. Past performance and experience of proposed subcontractors will not be evaluated under this criteria.

a. New Firms:

For purposes of this procurement, in addition to the information provided by the offeror in response to Section L, the Government will consider information received from other governmental and non-governmental sources.

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's references will assist in collecting this information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluation of the offeror's past performance.

The Government reserves the right not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

Past Performance and Experience will be evaluated using the criteria, point distribution and sources shown below:

Criteria:	Relevant Experience	Past Effectiveness
Possible Points:	Maximum: 15 Minimum: 6	Maximum: 10 Minimum: 4
Source:	Relevant/Transferrable Experience Matrix	Past Experience Confirmation Questionnaire

A firm without a record of relevant past experience shall receive a neutral rating of 10 points.

b. New Firms: (Job Corps Center Operators)

In addition to the information provided by the offeror in response to Section L, the Government will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to the offeror's Center automated past effectiveness report(s) and the past effectiveness report(s) received from other Job Corps offices.

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's references identified in this section will assist in collecting this information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluations of the offeror's past performance.

Past Performance and Experience will be evaluated using the criteria, point distribution and sources shown below:

Criteria:	Relevant Experience	Past Effectiveness
Possible Points:	Maximum: 15 Minimum: 6	Maximum: 10 Minimum: 4
Source:	Relevant/Transferrable Experience Matrix, Automated Center Score	Past Experience Confirmation Questionnaire, Contractor Past Experience Report

c. Past Effectiveness of Experienced Job Corps Outreach/Admissions Services operators.

Past Performance will be evaluated using the criteria, point distribution and sources shown below:

Criteria:	Past Performance	Effectiveness
Possible Points:	Maximum: 20 Minimum: 0	Maximum: 5 Minimum: 0
Source:	Automated Past Effectiveness Report	Contractor Past Effectiveness Reports, Contractor's Submission

The Past Effectiveness rating for an experienced Job Corps OA operator is based on a combination of the Job Corps Automated Past Effectiveness Report (20 points) and Additional Information (5 points) at the discretion of the Contracting Officer.

(1) Automated Past Effectiveness Report (20 points)

Each OA contractor will receive an automated past effectiveness score. Contracts encompassing only OA will receive points only for those functions. Contracts which include OA will receive points based on the combined functions. The OA Automated Past Effectiveness Report will be generated automatically by the Job Corps Data Center quarterly.

FURTHER, in the event that the offeror is the incumbent contractor for the OA being procured, the offeror will be evaluated using the weighted incumbent score.

For example, if contract A is being procured and the incumbent contractor is XYZ Corp. To determine XYZ's past effectiveness score for that contract, the number shown in the Incumbent Rating column of the OA Automated Past Effectiveness Report will be used.

(2) Additional Information (5 points)

In assigning these points, the Contracting Officer will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to, past effectiveness reports received from other Job Corps Offices and other Federal Agencies, and the information submitted by the contractor.

The Government reserves the right not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

4. Cost Justification - Business Management Proposal (10 points)

The Cost Justification evaluation is a technical assessment of whether the costs proposed are fair and reasonable. In evaluating the Cost Justification, the government will evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered.

The evaluation will include an analysis of the specific elements of the offeror's cost proposal to determine whether proposed cost elements:

- ☐ Reflect a clear understanding of contract requirements;
- ☐ Are realistic for the work to be performed; and
- ☐ Are consistent with the methods of performance and materials described in the offeror's technical proposal.
- ☐ Assure a reasonable and prudent expenditure of Federal funds in the performance of this contract.

A cost realism analysis shall be performed to determine the probable cost of performance for each offeror. The probable cost shall reflect the Government's best estimate of the cost of a contract that is most likely to result from the offeror's proposal. The government shall determine the probable cost by adjusting each offeror's proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the government's cost realism analysis.

In evaluating the Cost Proposal, the Government shall take the following factors into consideration:

- a. Adherence to RFP requirements.
- b. Explanation and support of all costs proposed: wages, benefits, utilities, services, supplies, etc.
- c. Explanation and support of G&A costs. G&A costs should be supported by a full description of services to be provided to the Center by corporate support staff. The Business Management Proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, shall become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.

- d. Consistency of costs with technical proposal. Mathematical errors, incompleteness of data, improper line item designations, etc., shall be discussed with the offerors in the competitive range, if necessary.
- e. Total compensation plan for all employees

The Government shall evaluate the Total Compensation plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It shall include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed shall be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits). Therefore, the cost justification evaluation category shall include an assessment of the Total Compensation Plan.

- (1) In establishing compensation levels for all employees, the total compensation (both salaries, fringe benefits, bonuses, or monetary awards to employees) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel. The salary rates or ranges must recognize the distinct differences in skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor contractor for the same work shall be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the complexity of the requirements.
- (2) Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required shall be used in evaluation of the offeror's understanding of the contract requirements.

An assessment of the potential for adverse effect upon performance and maintenance of the required number of employees with requisite skills resulting from an unrealistically low compensation structure shall also be made.

5. Transition/Phase-out Proposal (0 points)

Although no points are assigned to this portion of the submission, all offerors, with the exception of the incumbent, are required to submit a transition proposal. The incumbent shall submit a phase-out proposal.

Transition proposals shall be evaluated to determine the following:

- a. To what extent does the offeror's plan display knowledge of the scope of tasks to be accomplished in transition?
- b. How effective is the offeror in proposing complete and concrete plans and procedures to effect an orderly transition of the outreach/admissions and career transition services functions?
- c. To what extent are the corporate resources/staffing proposed adequate to complete the scope of tasks outlined in the transition plan?

M.2 SUPPLEMENTAL INFORMATION

The following information is presented to further assist offerors in responding to this RFP, as well as to provide information regarding how the Government shall make the award decision.

A. Notice on Key Personnel

Offerors shall list all proposed key personnel and shall indicate whether these persons are currently being proposed as key personnel for any other projects. Offerors who are bidding on more than one contract may propose a single individual for positions on both contracts. This simultaneous bidding of key personnel shall not be considered negatively in the evaluation of proposals. However, offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

Prior to award of a contract the Government shall ask the successful offeror to verify the availability of all named Key Personnel. If for any reason, the named Key Personnel shall not be assigned to this project, the offeror may submit the name and qualifications of one of more proposed replacements. If, in the opinion of the Contracting Officer, a person proposed as a replacement is of substantially equivalent qualifications, award may still be made to the offeror. If proposed replacements are not equivalent, the Contracting Officer may find the offeror non-responsible. The Contracting Officer may then award the contract to another offeror or reopen negotiations with all offerors.

B. Competitive Range

In instances where more than one proposal is found acceptable, the Contracting Officer shall establish a competitive range in accordance with FAR 15.306. The competitive range shall consist of proposals which, based upon review panel scores, are grouped at more or less the same level and are competitive with one another. The limit of what constitutes the competitive range in a particular case is a judgment matter for determination by the Contracting Officer.

C. Discussions - Final Proposal Revisions

Discussions will be held with all offerors who submit/present proposals determined to be within the competitive range. However, in some instances, award may be made on the basis of initial proposals received (52.215-1). If discussions are conducted, offerors shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of final proposal revisions. Technical revisions will be in writing as a response to the Government's written concerns. The Final Proposal Revision shall be limited to responses to the government's concerns, and should not be an entirely new submission. In the event that an offeror's Final Proposal Revision does not fully substantiate costs or explain noted cost inconsistencies, the proposal score may be downgraded.

D. Selection for Award

Award shall be made to the offeror who has submitted the proposal that offers the best value to the Government. In making this determination, the government shall weigh technical factors more heavily than total cost.

E. Calculation and Evaluation of Cost

The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed fee (if any). In evaluation of costs, the Government will use the probable cost of a contract resulting from the offeror's proposal, as determined by the Government in accordance with FAR 15.4. The following will be considered in making the final selection of the successful offeror:

1. Base two-year costs
2. Option year costs
3. Total Costs
4. Transition costs
5. Phase-out costs
6. Price Evaluation Adjustments: For full and open competitive procurements, the Contracting Officer will evaluate offers by making the following adjustments:

- a. Small Disadvantaged Businesses: adding a factor of 10 percent (10%) to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment.
- b. HUBZone Businesses: adding a factor of 10 percent (10%) to the price of all offers except:
 - i. Offers from HUBZone small business concerns that have not waived the evaluation preference, and
 - ii. Otherwise successful offers from small business concerns.
- c. A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

Except when it is determined, in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options will not obligate the Government to exercise the options. In evaluating the total five (5) year costs, the Government will place more weight on the base two (2) year costs because of the uncertainty of award of option years.

After a cost analysis of each Business Management Proposal for the base period (i.e., the base two-year period for the operation of the center), the options, and the total cost, a further evaluation will be performed to determine the reasonableness of cost presented in the Phase-Out Proposal and/or the Transition Proposal. The incumbent will not incur a transition cost, and the phase-out cost will act as a negative factor for a challenging offeror when considering total estimated cost. In consideration of the above, it is imperative that the incumbent does not overstate phase-out costs, as they will be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

The contracting officer's decision to award an option will be made in accordance with FAR 17.207(c).

M.3 CONTRACTOR RESPONSIBILITY

The Contracting Officer shall make a determination of responsibility in accordance with FAR 9.105-2. Should a determination of non-responsibility be made, the offeror shall be dropped from consideration for contract award regardless of technical scores and cost. In the case of a small business concern, the matter shall be referred to the Small Business Administration pursuant to FAR 19.6. Factors considered in determining responsibility include:

- Financial resource adequacy
- Ability to comply with the Statement of Work
- Past record of performance
- Record of integrity and business ethics
- History of prevention and management of significant incidents, if offeror has previously operated or is presently operating a Job Corps Center
- Department of Labor review reports of offeror's Job Corps Center(s) if offeror has previously operated or is presently operating a Center
- Program and fiscal controls
- Quality and quantity of corporate staff to be assigned to contract

M.4 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).